

REQUEST FOR QUALIFICATIONS



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

ADVERTISED DATE: NOVEMBER 29, 2011

Request for Qualifications Title: **Communications-Related Services, including Writing, Editing, Graphics Design, and Video Production**

Requesting Dept./Div. All King County Departments

RFQ Number: 1071-11-RLD

Due Date: December 20, 2011 - no later than 2:00 p.m.

Buyer: Roy L. Dodman, roy.dodman@kingcounty.gov, 206-263-9293

Alternate Buyer: Cathy M. Betts, cathy.betts@kingcounty.gov, 206-263-9291

There will be no pre-submittal conference for this RFQ.

Sealed Qualification Submittals are hereby solicited and will only be received by:
King County Procurement Services Section
Chinook Building, 3rd Floor
401 Fifth Avenue
Seattle, WA 98104
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name

Address

City/State /Postal Code

Signature

Authorized Representative/Title (Print name and title)

Email

Phone

Fax

Office Use Only: NUM 5 CD-ROM 1 CON _____ FED _____ TERM/YT Y/3-1

Upon request, this Request for Qualifications will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

Sealed qualification submittals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 401 Fifth Avenue, 3rd Floor, Seattle, Washington, 98104 no later than 2:00 p.m. on the date noted above regarding communications-related services for all King County Departments. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Submitter to sign and return *this entire Request for Qualification (RFQ) document*. The Submitter shall provide *one unbound original* and *five (5) copies* of the submittal response, data or attachments offered, for *six (6) items* total. The original in both cases shall be *noted* or *stamped* "Original". In addition, provide *one (1) CD-ROM*, with either *one (1) pdf version* of the submittal, *one (1) Microsoft Word version* of the submittal (2000-2005 edition), or both.

Questions: Submitters will be required to submit any questions in writing prior to the close of business Friday, December 2, 2011 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Roy L. Dodman, Team Lead roy.dodman@kingcounty.gov / *Secondary* – Cathy M. Betts, Buyer cathy.betts@kingcounty.gov. Questions may also be sent via email to the address above.

SECTION I - GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted qualification and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so at the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County does not retain and therefore cannot make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a submittal. However, until recycle, those materials may be available for review at King County Procurement.
- C. No other distribution of submittals will be made by the Submitters prior to any public disclosure regarding the RFQ, the submittal or any subsequent awards without written approval by King County. For this RFQ all submittals received by King County shall remain valid for ninety (90) days from the date of submittal. All submittals received in response to this RFQ will be retained.
- D. Submittals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Submitter's abilities to meet the requirements of this RFQ. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all submittals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFQ, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.

- G. King County is not liable for any cost incurred by the Submitter prior to issuing the contract.
- H. Contracts may be negotiated/executed with those Submitter whose submittals are the most advantageous to King County, all factors considered. King County reserves the right to reject any or all submittals submitted.
- I. It is proposed that if selections are made as a result of this RFQ, contract with known pricing and fees will be negotiated/executed. Negotiations may be undertaken with those Submitters who are considered to be the most suitable for the work. This RFQ is primarily designed to identify the most qualified firms and individuals.
- J. The contracts executed via this RFQ will be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation (see Section II, Part 8). This RFQ may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.

Should another public agency utilize this RFQ and resulting contract, it may be subject to an Administrative Fee (Fee). The Fee (Fee) of 1% (.01), when used by political subdivisions outside of King County's Departments, Divisions, or Agencies. The Fee shall be based on total sales made to each governmental entity, less sales/use tax, freight and any credit(s), (if applicable), in accordance to contract terms and conditions. The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section on July 31st and January 31st of each year and cover sales for the first and second half of the calendar year respectively. Fees submitted shall reference its respective contract number and include a sales report for the payment period showing the total sales to each governmental entity, excluding King County. The contractor shall not invoice the Fee to any contract user as an item on a sales invoice or by any other means.

- K. The contents of the submittal of the selected Submitters shall, as appropriate, become contractual obligations if a contract ensues. Failure of a Submitter to accept these obligations may result in cancellation of their selection.
- L. A contract between a Contractor and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFQ as issued by King County, and the response to the RFQ. The contract must include, and be consistent with, the specifications and provisions stated in the RFQ.
- M. News releases pertaining to this RFQ, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any submittal after the time and date specified on the Request for Qualifications. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Submitters about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman, Team Lead
206-263-9293
roy.dodman@kingcounty.gov

and

Cathy Betts, Buyer
206-263-9291
cathy.betts@kingcounty.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling the Procurement Receptionist at 206-263-9400 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either submittals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-263-9400.

Q. Term Service Requirement

If a contract is awarded based on this RFQ, it may contain the following provision:

Contract Extension

The initial contract period will be for a five (5) year period, measured in one (1) year increments from the start date of the contract. The term of the contract will be automatically extended in one (1) year increments for each year of the term of the contract in accordance with the County's best interest and at the sole option of the County. The County may elect to cancel an automatic renewal at its sole option. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis may be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the Department of and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Submittal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.kingcounty.gov/operations/procurement>. Current bidding opportunities and information are available by accessing the "**Solicitations**" tab in the left hand column.

King County Procurement Services features an **Online Vendor Registration (OVR)** program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will receive no automatic notification of issued addenda. As such, the County encourages full registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After submittals have been opened in public, the County will post a listing of the businesses submitting submittals, and any final award determination made.

Full information on vendor registration is available at the website.

If you are viewing a paper version of this RFQ, you may download this document at <http://www.kingcounty.gov/operations/procurement>. Navigate to the "Solicitation" web page. There you can view the web pages either as a guest or by logging-in as a registered vendor. Search for 1071-11 to access documents specifically for this solicitation and follow the resulting link to navigate to the "Solicitation Details" web page.

- S. Unless otherwise requested, letters and other transmittals pertaining to this RFQ will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this submittal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- T. Washington State Public Records Act (RCW 42.56) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- U. Submittals submitted under this RFQ shall be considered public documents and with limited exceptions submittals that are recommended for contract award will be available for inspection and copying by the public. King County may request an electronic copy of your submittal response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Submitter considers any portion of his/her submittal to be protected under the law, the Submitter shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Submitter shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Submitter of the request and allow the Submitter ten (10) days to take whatever action it deems necessary to protect its interests. If the Submitter fails or neglects to take such action within said period, the County will release the portion of the Submittal deemed subject to disclosure. By submitting a Submittal, the Submitter assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- V. Submitters are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFQ.
- W. Bid Identification Label: Please see the Bid Identification Label on the last page of Section II.

SECTION II - PROJECT SPECIFICATIONS AND SCOPE OF WORK

PART 1 – Project Summary and Purpose of Request for Qualifications

The purpose of this Request for Qualifications (RFQ) is to identify a pool of qualified individuals, firms, and/or full service agency(s) that will work with all King County Departments, Divisions and Agencies to provide communication services on an as-needed basis. This solicitation is open to those individuals, firms, or full service agency(s) that satisfy the qualifications and approach to service stated herein.

All King County Departments put a very high value in effectively communicating to the public and target audiences. Communication materials of all kinds play an important role in public education interventions and the dissemination of health information. When strategically planned and executed, these materials not only inform and educate targeted groups and individuals, but also promote and facilitate desired change in beliefs and behaviors.

Selected individuals or full service agency(s) shall be able, on an as needed basis, to provide communication services which will serve to supplement the work activities of King County. King County will assign, review and approve all work before it is produced. Individuals or full service agency(s) selected as the best qualified will report to the designated project managers within King County.

As a specific example of the County's requirement of these contracts, the overriding goal for Metro Transit's marketing and communications program is to leverage and maximize opportunities for increased ridership and enhanced credibility and positive exposure for Metro. Additionally, Metro's marketing program desires to build awareness of the agency and its services and as new services are launched, promote those new services. Selected individuals or full service agency(s) shall be able, on an as-needed basis, to provide graphic and communication services which will serve to supplement the work activities of Metro Transit. Metro will assign, review and approve all work before it is produced or placed. Individuals or full service agency(s) selected as the best qualified will report to the Supervisor, Marketing & Service Information and designated project managers.

Additionally, Seattle-King County Public Health's mission is "to identify and promote the conditions under which all people can live within healthy communities and can achieve optimum health." Within this framework, the three major functions of Public Health are protection, promotion and provision. Effective communication is central to these functions, whether it involves engaging the general population, at-risk groups, stakeholders and partners, or policymakers.

Public Health puts very high value in effectively communicating to the public and target audiences. Communication materials of all kinds play an important role in communication and public education interventions and the dissemination of information. When strategically planned and executed, these materials and activities not only inform and educate groups and individuals, but also promote and facilitate desired change in beliefs and behaviors.

Other County departments have similar or complimentary missions.

PART 2 – Scopes of Work / Services

The following table includes the specific services being sought via this RFQ. The Estimated Value column includes an estimate of the potential use of the services in a given category during a contract year. The County will not be limited to this value, and indeed may add value to a category as necessary. There is no guarantee of work in any category.

Category	Scope	Est. Value
1. Communications / audience research agency	Design and carry out qualitative and quantitative communication and audience research, including surveys, focus groups, key informant interviews and message testing	\$500,000
2. Copy Writer	Work with assigned project manager to create, clearly, and concisely fashion copy for designated promotional pieces	\$150,000
3. Direct Mail House	Mailing services, list purchasing and compilation, database management, review of mail design, and production	\$750,000
4. Fulfillment House	Fill promotional offers and distribute stock through a one-stop “House” to respond to special promotional programs and events in the market	\$150,000
5. Editor	Edit reports and education materials for the public and for policy makers, while working on deadline	\$150,000
6. Full Service Communication Agency	Ability to design/develop and conduct full media communication campaigns, including social marketing and political communication	\$500,000
7. Graphic Designer*	Work with assigned project manager to develop graphic concepts, design and finished promotional pieces for related projects	\$150,000
8. Illustrator*	Work with assigned project manager to develop illustrations	\$150,000
9. Media Buyer	Secure most effective media or media mix opportunities and value for given promotions, i.e., print, radio, TV, web, sponsorships, etc.	\$800,000
10. Printing House*	A full service print agency able to provide print products in a wide variety of sizes and formats	\$200,000
11. Large Format Printer and Film Output Supplier*	Fulfill print orders for oversized work, i.e., wrapped	\$150,000

	bus vinyl graphic productions and application	
12. Promotional Products Vendor	Provide products, materials and incentives for health, transportation, and other County programs	\$250,000
13. Special Event Planner	Coordinate services for events, such as facilities, catering, signage, displaces, special needs requirements, and coordinate A/V equipment	\$100,000
14. Video Producer	Ability to produce educational and marketing videos, and television public service announcements	\$500,000
15. Advertising & Promotional Incentive Supplier with e-commerce Capabilities	Set up an online store, order promotional incentives, maintain an inventory, and receive/process payments	\$250,000
16. Video shooter/Director of Photography	Ability to shoot education videos and television public service announcements	\$250,000
17. Video editor	Ability to edit educational videos and television public service announcements	\$250,000
18. Web Producer	Develop web pages and content for county websites	\$250,000
19. On-Street Marketing Personnel	Pass out marketing/informational material for Metro promotions, etc.	\$50,000

*These categories are subject to review and approval by King County Facilities Management, based on in-house capability and staff availability.

PART 3 – Minimum Qualifications

The following qualifications and experience are desired for each of the job headings listed below:

1. Communications / audience research agency

- Ability to design and carry out qualitative and quantitative communications and audience research, including surveys, focus groups, key informant interviews and message testing
- Ability to work with limited-English populations
- 5 years experience or a proven track record of communications and audience research

2. Copy writer

- Experience writing health materials and describing complex concepts in readable and understandable ways
- Ability to write in clear, concise, user-friendly language to meet informational objectives.
- Ability to meet work assignments in a deadline driven environment

- 5 years experience writing high-level reports and educational materials for the public and policymakers
 - 3 years experience writing for consumer products or services
- 3. Direct mail house**
- Use for mailing services, list purchasing and compilation, database management, review of mailer to ensure meeting mailing requirements and production.
- 4. Fulfillment House**
- Fill promotional offers and distribute stock through a one stop “house” to respond to special promotional programs and events in the market
- 5. Editor**
- Ability to work as part of a team and meet work assignments in a deadline driven environment
 - 5 years experience editing high-level reports and educational materials for the public and policymakers
- 6. Full-service communication agency**
- Full-service agency offering many of the listed skills herein, including communication campaign development and social marketing experience.
 - 5 years experience
- 7. Graphic designer**
- Ability to design print and electronic communications materials that are creative, compelling, and follow pre-established strategic direction, and prescribed brand graphic standards
 - Ability to work in a team environment
 - Ability to complete and deliver assigned work on time
 - 5 years experience
- 8. Illustrator**
- Ability to produce illustrated materials that are creative, compelling, and follow pre-established strategic direction
 - Ability to produce illustrations consistent with programs’ past educational materials
 - Ability to work in a team environment and to complete and deliver assigned work on time
 - 5 years experience, including producing King County educational materials
- 9. Media buyer**
- Ability to secure best media or media mix opportunities and value for given promotion, i.e. print, radio, TV, web, etc.
 - Experience working with mainstream as well as ethnic, community and non-English media
- 10. Printing house**
- Full-service and comprehensive print agency able to a wide variety of products, sizes and formats
 - 5 years printing experience

11. Large Format Printers and Film Output Supplier

- Printing company to fulfill print orders for oversized work i.e. wrapped bus vinyl graphic production and application.

12. Promotional products vendor

- Ability to order products, materials and incentives for health promotion.

13. Special event planner

- Ability to coordinate services for events, such as facilities, catering, signage, displays, special needs requirements, printing; arrange the availability of audio-visual equipment, transportation, displays and other event needs.
- Ability to plan and develop programs, agendas, budgets, and services according to program requirements.
- 5 years experience or a proven track record of event planning accomplishments

14. Video producer

- Ability to produce educational videos and television public service announcements
- 5 years experience

15. Advertising and Promotional Incentive Item - Supplier and e-commerce Store

- Ability to set up an online store, order promotional incentives, maintain an inventory, and receive/process payments.

16. Video shooter / Director of photography

- 5 years experience in video photography, including principal cameraperson on commercial production, television production, or similar level of video presentation.

17. Video editor

- 5 years experience editing for commercial production, television production, or similar level of video presentation.

18. Web Producer

- 5 years proven experience in web production using a variety of programming languages and tools, such as html, cold fusion, javascript, XML, dreamweaver, photoshop, style sheets, and web content management systems.

19. On-Street Marketing Personnel

- Work in assigned areas in order to distribute marketing materials directly to existing and potential Metro riders.

PART 4 – Procedure for Submitting Qualifications

Each qualification requirement submittal shall include one (1) unbound original and (five) 5 copies of the qualification requirements. The qualifications shall be limited to the six (6) items specified below. The entire submitted proposal including any forms, etc., is to be consecutively numbered. This does not include samples of materials.

A typical submittal shall include the following items A-G, and a response (submitted samples, plus any necessary explanatory narrative) for each desired Category of work.

For example, if a company is pursuing work in the Copy writer and Editor categories, the submittal would include:

- Cover letter (optional)
- The submitting company's background (includes history, annual billings, number of clients and size of staff); Owners/Principals; client list and references; and corporate personnel that would be assigned to work with King County.
- Samples of work as specified in the Types of Samples table, and the pricing history for the categories of work being submitted for.

A. Samples of work (see tables below).

1. Only one set of relevant samples per category are required (additional samples may be submitted).
2. These samples are to be completed work products only do not included any current or anticipated work, or mockups for the county
3. Samples may be copies if originals are not available.
4. There is no specific page limit to the samples; however, good judgment regarding sample size should be used regarding the material provided.
5. There are no requirements required for use of color on your samples.

B. Background, history, annual billings, number of clients, size of staff

C. A list of owners or principals in the company

D. Client List (provide at least 10 notations between current and past clients)

E. References (4 references overall)

F. Name of proposed person(s) assigned to work with King County

G. Pricing: As appropriate for the category or categories submitted, include basic pricing information regarding your firm's typical charges for the type of work in that category.

Note: The requested pricing information should reflect your firm's *typical* cost for performing services in a given category. While there may be variations on pricing based on the complexity of any given project or request, the submitter should provide pricing information or a rate card for an average level of service. The County may request additional information regarding pricing.

Category	# of Samples to Submit (min – max)		Type of Sample
1. Communications / audience research agency	4	6	Samples and descriptions that demonstrate range of capabilities in various methods
2. Copy Writer	4	6	Samples that show variations of creativity/style and subject matter.
3. Direct Mail House	4	6	Samples or descriptions to demonstrate range of capabilities.
4. Fulfillment House	4	6	Samples or descriptions to demonstrate range of capabilities

Category	# of Samples to Submit (min – max)		Type of Sample
5. Editor	4	6	Samples that show variations of creativity/style and subject matter.
6. Full Service Communication Agency	3	5	Samples and/or storyboards that show variations of creativity/style and campaign breadth/depth.
7. Graphic Designer	4	6	Samples that show variations of creativity/style, mediums, formats.
8. Illustrator	4	6	Samples that show variations of goals/objectives and creativity/style.
9. Media Buyer	3	5	Samples that show various media plans, strategies, analysis and recommendations.
10. Printing House	4	6	Samples that show range of products and formats.
11. Large Format Printer and Film Output Supplier	4	6	Samples that demonstrate size and capabilities (copies okay; actual size is unrealistic)
12. Promotional Products Vendor	4	6	Samples that show variations of creativity/style, mediums, formats.
13. Special Event Planner	3	5	No samples mandatory; however photos, photocopies, and/or supportive materials of events acceptable that demonstrate comprehensiveness, scope of your efforts.
14. Video Producer	4	6	Samples that show variations of creativity/style and subject matter.
15. Video Shooter/Director of Photography	4	6	Samples that show shot composition and technical skill/proficiency
16. Video Editor	4	6	Samples that demonstrate editing technique and story-telling, including the use of video effects and integration of graphics and other available technology
17. Advertising & Promotional Incentive Supplier with e-commerce Capabilities	4	6	No actual samples required, yet catalogs or photocopies of programs, and copies of website pages acceptable.
18. Web Producer	3	5	Samples or website links that demonstrate work / projects that have been created for the web, along with descriptions of the objectives and work performed for each

Category	# of Samples to Submit (min – max)		Type of Sample
19. On Street Marketing Personnel	N/A	N/A	References and cited examples may be used for this category

Note: Samples will be kept for 30 days after notification letters are issued. Submitters seeking the return of their samples may contact the Buyer to secure the return of their material. Material left after 30 days may be recycled as appropriate.

PART 5 – Evaluation Criteria

The following scoring will be used for each category that qualifications are submitted for:

Description	Points
1. Organizational Background, Experience as a Team and Availability Submitted required information as identified in RFQ Qualification Requirements.	170
2. General Approach and Understanding Presented a thorough understanding of the area of expertise for which they submitted. Demonstrated ability to work effectively with teams, diverse people and governmental issues.	170
3. Qualifications and Relevant Work Examples Provided relevant work examples for projects and/or services similar to those requested for the work in the RFQ and those services reflect high-quality standards.	270
4. Proposed Costs / Fees Clearly stated consultant charges, overhead, profit and other relevant invoicing policies as requested in the RFQ Qualifications Requirements. Provide appropriate pricing/rate sheets for typical work performed under the categories submitted for. Pricing should be appropriate to the types of samples provided	100
5. References Provided references for services similar to those requested for the work in the RFQ and those references were capable of verifying the performance of the staff identified in the RFQ submittal with respect to work quality timeliness, willingness to cooperate and cost-consciousness.	100
6. Overall Submittal Provided a submittal that was concise, thorough and followed instructions.	90
TOTAL	1000

If an award is not made based on the written evaluations alone, oral interviews may be conducted with the top-ranked submitters. If interviews are conducted, they will have a maximum value of 400

points. Final award(s) would then be based on the sum total of the written evaluation and oral interview scores.

PART 6 – Contract Award and Work Order Selection Process

It is King County's intent to select several vendors per category, with an optimal target number of three to five selected contractors for each (the County may elect to select more or less submitters, depending on the number and quality of submitters per category). In making selections, the County may categorize vendors in each category based on individual and specialized skills sets, personnel qualifications, and specific experience. As such, scopes of work that are proffered may be matched with the provider in that category that has the strongest background in that type of work.

While this method will be a primary method of selection, the County may also solicit proposals from each contractor in a given category in order to secure the most appropriate contractor for that specific work requirement. Requests for Proposals may include the evaluation of personnel to perform the work, their experience and/or background in the requested area of expertise, the pricing for the work, etc.

PART 7 –Federal Requirements

The County receives funding from multiple sources, including federal and state agencies. Specific work orders under this contract may be required to comply with grant requirements and funding received from one or more federal agencies. Any solicitation for work under a work order with such requirements will include the necessary language the contractor must comply with. Any executed work order will therefore amend the master contract, and the federal terms and conditions will become part of the contract. Typical work orders with federal funding may include the Department of Transportation, Department of Energy, Department of Ecology, Department of Homeland Security, and other federal agencies. Please note that some work funded by federal sources may be exempt from this requirement based on the dollar value of the work order.

PART 8 –Technology

Some categories of work, such as web design, may require specific terms and conditions be added to any resulting contract in order to determine special requirements such as ADA compliance, ownership rights, software coding delivery and other unique attributes pertaining to the services provided.

PART 9 – Insurance

As appropriate for the category of work submitted, the selected Contractors shall furnish, at a minimum, Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. If travel is required of a contract, Automobile Liability in the amount of \$1,000,000 will also be required.

Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

PART 10- Required Forms

Unless otherwise noted, the following completed forms will be required from the selected contractor *prior to contract award*, but need not be included in their submittal. These forms are available at the following URL: <http://www.kingcounty.gov/operations/procurement/Forms/Consultants.aspx>

Complete and submit when requested.

Exhibit B to the Contract - Consultant Disclosure Form (if applicable)

Exhibit C to the Contract - Equal Benefits Compliance Worksheet and Form

PART 11 - Submittal Checklist

- A. One (1) signed copy of entire RFQ package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of submittal response marked "Original."
- D. Five (5) copies of submittal response.
- E. One copy of relevant samples for the category/categories submitted. Electronic copies may be included on a separate CD ROM; please designate what material is included on a submitted disk(s).
- F. One (1) CD-ROM, with either one (1) pdf version of the qualification submittal, one (1) Microsoft Word version of the submittals (2000-2005 edition), or both. Please label your CD with company's name. CD may include electronic versions of writing samples or other electronic media.
- G. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

URGENT – SEALED BID ENCLOSED

Do Not Delay – Deliver Immediately



King County

King County

Procurement and Contract Services Section

Chinook Building, 3rd FL

CNK-ES-0340

401 Fifth Avenue, Seattle, WA 98104

Bid No.: 1071-11RLD

Bid Title: Communication-Related Services on an As-Needed Basis

Due Date:

Vendor:

URGENT

URGENT

EXHIBIT A – Sample Contract

The following Sample Contract for Services is provided to inform Submitters of the expected terms and conditions required by the County. This contract represents the contractual language approved by various representative agencies and departments within the County. Based on this approval, the County does not encourage deviations from the terms and conditions contained in the contract. Requests for changes or modifications could create delays in the contracting process with the selected contractor, and may result in the cancellation of negotiations with the top-ranked Submitter.

This contract is being provided for informational purposes only, and does not need to be returned to the County with the Request submittal.

Services Contract



Department of Executive Services Finance and
Business Operations Division **Procurement and
Contract Services Section**

206-263-9400

TTY Relay: 711

THIS CONTRACT #_____ ("Contract") is entered into by **KING COUNTY**, Washington,, (the "County"), and _____ (the "Contractor"), whose address is _____. The County is undertaking certain activities related to, _____ and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. CONTRACT DOCUMENTS

The Contractor shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

- 1. Contract Amendment(s)
- 2. Contract, which consists of this page, the Terms and Conditions, and the following:
 - ☐ Scope of WorkExhibit A
 - ☐ Price Attachment.....Exhibit B
 - ☐ Consultant Disclosure Form (if applicable)..... Exhibit C
 - ☐ Certificate(s) of Insurance and Policy Endorsement Exhibit D
- 3. Request for Proposal (as modified by any addenda)
 - ☐ King County Request for Qualification _____Exhibit E
- 4. Contractor’s Submittal
 - ☐ _____ SubmittalExhibit F
- 5. Other Exhibits and attachments (if applicable)
 - ☐ Other Exhibits..... Exhibit G

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire on _____, unless extended or terminated earlier pursuant to the terms and conditions of this Contract.

III. CONTRACT AMOUNT

The County shall reimburse the Contractor upon Acceptance of the Work specified in this Contract and by subsequent work order in an amount not to exceed \$_____ per year, unless otherwise amended by the County.

COMPANY NAME

Authorized Signature

Name and Title (Print or Type)

Date

Accepted: _____

KING COUNTY

Authorized Signature

Name and Title (Print or Type)

Date

Accepted: _____

Approved as to form only:

King County Prosecuting Attorney

PART A

TERMS AND CONDITIONS

SECTION 1 - DEFINITIONS

1.1 Definitions

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: A written determination by the County that the Contractor has completed the Work in accordance with the Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Contract.

Day: Calendar day.

KCC: The King County Code.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration.

RCW: The Revised Code of Washington.

Scope of Work (SOW): An exhibit to the Contract consisting of a written description of the Work to be performed.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.

SECTION 2 - GENERAL PROVISIONS

2.1 Administration

The Contractor shall be responsible for performing the Work. The County is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Acceptance of Work

Upon completion of the Contract or a purchase order issued under the Contract, the Contractor shall give the County written "notice of completion" of Work. The County shall review the Work for Acceptance. In addition, the County may Accept Work by phase or milestone. In such case, the Contractor will give the County written "notice of completion" of Work related to a specific phase or milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

2.3 Warranty

Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract. Contractor further warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.4 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to King County Accounts Payable, M/S MLK-ES-0320, 401 – Fifth Avenue, Seattle, WA 98104. All invoices shall include: purchase order and/or contract number, invoice date, number, and total. For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in Exhibit B, or if not used as part of this Contract, then the current price list for this Contract approved by the County. Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the County.

2.5 Pricing

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the county. The Contractor shall provide documentation satisfactory to the County in support of its request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.6 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

2.7 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.8 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.7, Contract Amendment.

2.9 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.10 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

KING COUNTY	CONTRACTOR
Project Manager -	
Seattle, WA	
206-	
xxxxxx@kingcounty.gov	

SECTION 3 - LEGAL RELATIONS; INDEMNITY AND INSURANCE

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the Work provided by or on behalf of the Contractor. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

The indemnification, hold harmless, protection and defense obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Insurance Requirements

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits no less than,

1. General Liability: \$ [] combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$ [] aggregate limit. CG 00 01 current edition, including Products and Completed Operations
2. Professional Liability, Errors and Omissions: \$ [] Per Claim and in the Aggregate
3. Automobile Liability: \$ [] combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
4. Workers' Compensation: Statutory requirements of the State of residency, and
5. Employers' Liability or "Stop Gap" coverage: \$ []

B. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

1. The County, its officers, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

All Policies:

1. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor

3. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the County.
4. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII. Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County. If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

C. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. **Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor, shall be subject to all of the requirements stated herein.**

D. Work Site Safety

The Contractor shall have the “right to control” and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor’s compliance with these provisions.

SECTION 4 - CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

4.1 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officers hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict.
- B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:
 1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
 2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward

securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.
- C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:
1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
 2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.
 3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

SECTION 5 - RECORDS AND AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Federal Funding Audit

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

5.4 Public Records Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

SECTION 6 - INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

6.2 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the prior express written approval of the County.

6.3 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as “Confidential”, “Proprietary” or “Business Secret”. The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County’s or the third party’s confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

SECTION 7 - NONDISCRIMINATION

7.1 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake, and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, “equal employment

opportunity efforts” shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

Pursuant to Ordinance 14823, King County’s “Equal Benefits” (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at:

http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx

D. Nondiscrimination in Subcontracting Practices.

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations.

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers Policy.

Policy. It is King County policy that Small Contractors and Suppliers (SCS) have equitable opportunities to participate in the performance of goods and services contracts issued by King County, and that contractors and subcontractors shall afford equal opportunity in employment while providing supplies and services for and to King County.

Inquiries and Information Regarding King County Certified SCS Firms. Direct inquiries on how to apply for SCS certification, or obtain a list of King County Certified Firms to the King County Business Development and Contract Compliance (BDCC) office by telephone at 206-263-9734. Information about becoming a King County Certified SCS Firm, as well as a Directory of King County Certified Firms is available at: <http://www.kingcounty.gov/bdcc>.

Definitions. The following definitions shall apply throughout this Section.

1. "Administrator" means the Director of Finance.
2. "Certified SCS Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County BDCC office.
3. "Small Contractor or Supplier" or "(SCS)" means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

G. Required Submittals During Work.

The Contractor shall collect, enter, submit and update the submittals listed below for itself, its Subcontractors and any sub tier Subcontractors and suppliers to BDCC using the Contracts and Apprenticeship Report Tracking Services (CARTS) online reporting website located at <http://www.kingcounty.gov/bdcc>. Report forms are available on the website. Assistance may be obtained by contacting BDCC staff at 206-263-9734.

1. Subcontractor List. The Contractor shall create and maintain a master list of all Subcontractors on this Contract, the Contractor shall continually maintain the Subcontractors and Suppliers.
2. Contractor Payments. The Contractor shall enter and submit the amount received from the County for itself and the amounts paid by the Contractor to all Subcontractors, including Certified SCS Firms. Entries shall be entered in CARTS on a monthly basis.
3. Final Affidavits of Amounts Paid. Upon completion of the Work and as a condition precedent to final payment, the Contractor shall upload a Final Affidavit of Amounts Paid electronically using CARTS. Identify amounts paid to each firm that performed Work on this Contract.

H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section 7.1.H shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16.

The Contractor shall not discriminate against persons with disabilities in providing the Work. In any subcontracts for the programs, activities and services under their Contract, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16; that the Subcontractor shall not discriminate against persons with disabilities in providing the Work under the Contract; and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

- I. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

SECTION 8 - CLAIMS AND APPEALS / DISPUTE RESOLUTION

8.1 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County.

8.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 8.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

8.3 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

SECTION 9 - TERMINATION

9.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the County will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

B. Termination for Default

If the Contractor does not perform the Work, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.10. The Contractor shall have ten (10) Days from the date of receipt to cure the default or provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract by serving a "notice of termination" in accordance with Section 2.10 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any Contract Amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section 9.1.C: 1) the County shall be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination; and, 2) the Contractor shall be released from any obligation under this Contract affected by the termination or a related purchase order to provide further Work pursuant to the Contract.

2. Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year.

SECTION 10 - MISCELLANEOUS

10.1 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

10.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), section 6.1.3 is followed. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

10.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

10.4 Recycled Products Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

Ref: KCC 10.16 & King County Executive Policy CON 7-1-2.

10.5 HIPAA – Protecting Patient Privacy

The Work under this Contract may require compliance with “The Health Insurance Portability and Accountability Act of 1996” (HIPAA). Information on this Act can be found at the U.S. Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

10.6 No Third Party Beneficiary

This Contract is for the sole and exclusive benefit of the County and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third party.

10.7 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

10.8 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

END OF TERMS AND CONDITIONS